

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received by City of Floresville, on or before 10:00 A.M., April 19th, 2018 at the Lauro G. DeLeon Floresville event Center, 600 SH 97 W., Rm#135, Floresville, Texas 78114, Attn: Monica Cordova, City Secretary. The bids will be publicly opened by the City Secretary and read aloud at a Meeting at 10:00 A.M. on, April 19th, 2018 at the City of Floresville Event Center, 600 Hwy 97 West, Floresville, Texas for furnishing all **Materials** for performing all work required for the construction of:

DOWNTOWN PARKING LOTS
BLOCK 10 & 11
PAVEMENT IMPROVEMENTS

Bidder shall be responsible for familiarizing themselves with the delivery site and shall assume the risk of any errors or omissions in their Bid.

Any Bidder who desires an explanation or interpretation of the Materials, Technical Specifications, or Bid Documents, or wishes to submit a request for alternative materials consideration, shall request such in writing. Questions will be accepted via email or telephone until noon (local time) on Monday one week prior to the bid opening. Responses will be made available to all Bidders. Questions and requests should be directed to Russell Jaskinia, P.E. at russellj@intrepidtx.com or 830-393-8833.

Bids shall be submitted in sealed envelopes and marked "Downtown Parking Lot Material Bid" to be opened at 10:00 A.M., April 19th, 2018. Any bid received after the above-stated time will be returned to the Bidder unopened. Opened bids will be kept on file and available for inspection for one year.

All Bids shall be accompanied by a cashier's or certified check drawn on a state or local bank in the amount of five percent (5%) of the total maximum bid price, and payable without recourse to City of Floresville or a Bid Bond in the same amount from a reliable surety company authorized to do business in the State of Texas, as a guarantee that the Bidder will enter into a Contract.

The City reserves the right to reject any and all bids and to waive any informalities and irregularities in the bids received. The City also reserves the right to determine which bid by a responsible bidder is lowest and best and to award the Contract on that basis. Bids shall remain valid for ninety (90) days.

Copies of the Plans, Technical Specification and Bid Documents may be secured for a non-refundable deposit of Fifty Dollars (\$50.00) per set or obtain a free pdf of the same may be obtained from the Engineer, Intrepid Surveying and Engineering Corp., 1004 C Street, Floresville, Texas 78114, at (830) 393-8833.

City of Floresville City Council

Henrietta Turner
City Manager

Publication Date: : Wednesday, April 11th & 18th, 2018
Closing Date : Thursday, April 19, 2018 @ 10:00 a.m.
Opening Date : Wednesday, April 4th, 2018 @ 10:00 a.m.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

I. DEFINITIONS AND TERMINOLOGY

Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

II. DEFINED TERMS

- a. **Addenda-** Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Proposed Contract Documents.
- b. **Agreement-** The written instrument which is evidence of the agreement between Owner and Supplier covering the work.
- c. **Application for Payment-** The form acceptable to Engineer which is to be used by Supplier during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
- d. **Change Order-** A document recommended by Engineer which is signed by Supplier and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
- e. **Contract-** The entire and integrated written agreement between the Owner and Supplier concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
- f. **Contract Price-** The moneys payable by Owner to Supplier for completion of the Work in accordance with the Contract Documents as stated in the Agreement.
- g. **Contract Times-** The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion, and (ii) Complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
- h. **Supplier-** The individual or entity with whom Owner has entered into the Agreement.
- i. **Engineer-** The individual or entity named as such in the Agreement.
- j. **Notice to Proceed-** A written notice given by Owner to Supplier fixing the date on which the Contract Times will commence to run and on which Supplier shall start to perform the Work under the Contract Documents.
- k. **Owner-** The entity with whom Supplier has entered into the Agreement and for whom the Work is to be performed, namely City of Floresville, a political subdivision of the State of Texas.
- l. **Substantial Completion-** The time at which the Work has progressed to the point where, in the opinion of Engineer, the Work is sufficiently complete, in accordance with the Contract Documents, so that the Work can be utilized for the purposes for which it is intended.

III. TERMINOLOGY

- a. **Day-** Means a calendar day of 24 hours measured from midnight to the next midnight.
- b. **Defective-** The word "defective," when modifying the word "Work", refers to Work that is unsatisfactory, faulty or deficient in that it:
 - A. Does not conform to the Contract Documents; or
 - B. Does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - C. Has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion.).

IV. PRELIMINARY MATTERS

- a. **Delivery of Bonds and Evidence of Insurance**
 - A. When Supplier delivers the executed counterparts of the Agreement to Owner, Supplier shall also deliver to Owner such bonds as Supplier may be required to furnish.
 - B. Evidence of Insurance: Before any Work at the Site is started, Supplier shall deliver to the Owner copies of insurance the Supplier is required to purchase and maintain during the course of the Contract.
- b. **Commencement of Contract Times; Notice to Proceed**
 - A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, If a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

V. CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

- a. **Intent**
 - A. The Contract Documents are Complementary; what is required by one is as binding as if required by all.
 - B. It is the intent of the Contract Documents to describe a functionally complete project to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
 - C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer.
- b. **Reference Standards**
 - A. **Standards, Specifications, Codes, Laws and Regulations**

Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Texas Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Texas Laws or Regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated in the Contract Documents.
- c. **Reporting and Resolving Discrepancies**
 - A. **Reporting Discrepancies:**
 - i. Supplier's Review of Contract Documents Before Starting Work: Before undertaking each part of the Work, Supplier shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Supplier shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Supplier discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
 - ii. Supplier shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Supplier had actual knowledge thereof.
 - B. **Resolving Discrepancies:**
 - i. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

- 1) the provisions of any standard, specification, manual, or code, or the instruction of any Supplier.
- d. **Amending and Supplementing Contract Documents**
- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

VI. BONDS AND INSURANCE

- a. **Performance and Payment Bonds**
 - A. Supplier shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Supplier's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified, whichever is later.
 - B. If the surety on any bond furnished by Supplier is declared bankrupt or becomes insolvent or its right to do business is terminated in the State where the Project is located or it ceases to meet the requirements, Supplier shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements.
- b. **Certificates of Insurance**
 - A. Supplier shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, Certificates of Insurance which Supplier is required to purchase and maintain.
 - B. Failure of Owner to demand such certificates or other evidence of Supplier's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Supplier's obligation to maintain such insurance.
- c. **Supplier's Insurance**
 - A. Supplier shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection to Owner from claims set forth below which may arise out of or result from Supplier's performance of the Work and Supplier's other obligations under the Contract Documents, whether it is to be performed by Supplier, and SubSupplier or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
 - i. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 - ii. claims for damages because of bodily injury, occupational sickness or disease, or death of Supplier's employees;
 - iii. claims for damages because of bodily injury, sickness or disease, or death of any person other than Supplier's employees
 - iv. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
 - 1) By any person as a result of an offense directly or indirectly related to the employment of such person by Supplier, or
 - 2) By any other person for any other reason;
 - v. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
 - vi. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

d. **City's Sovereign Immunity**

- A. No provision of this Contract shall waive any sovereign immunity or other defense available to the City, its elected officials, employees and agents under Texas law.

VII. SUPPLIER'S RESPOSIBILITIES

a. **Supervision and Superintendence**

- A. Supplier shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents, Supplier shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Supplier shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Supplier shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

b. **Labor; Working Hours**

- A. Supplier shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Supplier shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Supplier will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

c. **Services, Materials, and Equipment**

- A. Unless otherwise specified in the Contract Documents, Supplier shall provide and assume full responsibility for all services materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work. Supplier shall take into account need for notice to and safety of drivers on all roadways to and from site during Contract Times.
- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Supplier shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

d. **Concerning SubSuppliers, Suppliers, and Others**

- A. Supplier shall be fully responsible to Owner and Engineer for all acts and omissions of the SubSuppliers, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Supplier is responsible for Supplier's own acts and omissions. Nothing in the Contract Documents:

- i. shall create for the benefit of any such SubSupplier, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such SubSupplier, Supplier or other individual or entity; nor
 - ii. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such SubSupplier, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
 - B. Supplier shall be solely responsible for scheduling and coordinating the Work of SubSuppliers, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Supplier.
 - C. Supplier shall require all SubSuppliers, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Supplier.
- e. **Record Documents**
 - A. Supplier shall maintain in a safe place at the Site one record copy of all Plans, Drawings, Technical Specifications, Addenda, Change Orders, Work Change Directives, and written interpretations and clarifications in good order and annotated to show changes made during construction. Upon completion of the Work, these record documents will be delivered to Engineer for Owner.
- f. **Safety and Protection**
 - A. Supplier shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work, acknowledging that City Roads will continue to be open to traffic, Supplier to include cost of all traffic control and road closure barricades during times of construction when road will be not safely passable.
 - B. Supplier agrees to remove all construction debris and leave the construction site in good repair and clean condition.
 - C. If conditions, included but not limited to, hazardous materials, are encountered within the work site which are subsurface or otherwise concealed, and which differ from those ordinarily found to exist in like projects, Supplier shall immediately notify Engineer and City Staff, so the Owner can promptly investigate such conditions. If they differ materially from the conditions expected for the site and cause an increase or decrease in the Supplier's cost and/or time for performance, the Owner will negotiate with Supplier an equitable adjustment in the price described herein or time allowed for the work.

VIII. CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

- a. **Change of Contract Price**
 - A. The Contract Price may only be changed by a Change Order.
- b. **Change of Contract Times**
 - A. The Contract Times may only be changed by a Change Order.
- c. **Delays**
 - A. Where Supplier is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contract, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made.

VIII. PAYMENTS TO SUPPLIER AND COMPLETION

- a. **Progress Payments**
 - A. **Applications for Payments:**
 - i. At the time agreed to by all parties, once a month the Supplier shall submit to Engineer for review an Application for Payment filled out and signed by Supplier covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in

the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

- ii. Beginning with the second Application for Payment, each Application shall include an Affidavit of Supplier stating that all previous progress payments received on account of the Work have been applied on account to discharge Supplier's legitimate obligations associated with prior Applications for Payment.
 - iii. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- b. **Review of Applications:**
- A. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Supplier indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Supplier may make the necessary corrections and resubmit the Application.
- c. **Supplier's Warranty of Title**
- A. Supplier warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.
- d. **Substantial Completion**
- A. When Supplier considers the entire Work ready for its intended use Supplier shall notify the Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Supplier as incomplete) and request that Engineer issue a certificate of Substantial Completion.
 - B. Promptly after Supplier's notification, Owner, Supplier, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Supplier in writing giving the reasons therefor.
 - C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment.
- e. **Partial Utilization**
- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Supplier agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Supplier's performance of the remainder of the Work.
- f. **Final Inspection**
- A. Upon written notice from Supplier that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Supplier and will notify Supplier in writing of all particulars in which this inspection reveals that the

Work is incomplete or defective. Supplier shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

g. Final Payment

A. Application for Payment:

- i. After Supplier has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all guarantees, bonds, certificates or other evidence of insurance, marked-up record documents and other documents, Supplier may make application for final payment following the procedure for progress payments.
- ii. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, including but not limited to the evidence of insurance and complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
- iii. In lieu of the releases or waivers of Liens specified and as approved by Owner, Supplier may furnish receipts or releases in full and an affidavit of Supplier that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any SubSupplier or Supplier fails to furnish such a release or receipt in full, Supplier may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

h. Engineer's Review of Application and Acceptance:

- A. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Supplier's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Supplier that the Work is acceptable. Otherwise, Engineer will return the Application for Payment to Supplier, indicating in writing the reasons for refusing to recommend final payment, in which case Supplier shall make the necessary corrections and resubmit the Application for Payment.

X. DISPUTE RESOLUTION

a. Methods and Procedures

- A. Dispute resolution shall be resolved by the procedures used and approved by City of Floresville.

XI. MISCELLANEOUS

a. Giving Notice

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 - i. delivered in person to the individual or to a member of the firm or to an officer for whom it is intended; or
 - ii. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

- b. **Computation of Times**
 - A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the first day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.
- c. **Survival of Obligations**
 - A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services or Supplier.
- d. **Controlling Law**
 - A. This Contract is to be governed by the law of the state of Texas.
- e. **Headings**
 - A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

INSTRUCTIONS TO BIDDERS

BID SUBMISSION

Bids may be submitted in person, electronically, by mail, or by delivery service.

- To submit a bid electronically, all documents must be returned and a digital signature provided on the proposal to bidders form. As an alternative to the digital signature, the bid may be sent electronically and the proposal to bidders form may be faxed to 830-393-3388. This form is the only page that will be accepted via fax.
- Submit bids via email to citysecretary@floresvilletx.gov
- Submit bids via mail or delivery service to the City of Floresville, Lauro G. DeLeon Floresville Event Center at 600 SH 97 W., Rm#135, Floresville TX 78114, Attn: Monica Cordova City Secretary
- To submit a bid via mail or delivery service, all documents must be returned and an original signature provided on the "Proposal to Bidders" sheet.
- Bids will not be accepted in either format without a signature.
- The City is not responsible for mail or delivery service.

COMPLETING INFORMATION

Bidder must fill in all information asked for in the blanks provided under each item. Failure to comply may result in rejection of the Bid at the City's option.

SCHEDULE

A construction schedule should be submitted with the bids and is an important factor to the City. City of Floresville requests to be notified if the delivery schedule is going to be delayed. Failure of the bidder to meet guaranteed dates or service performance could cause a termination of the Contract. Whenever the Supplier encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Supplier shall immediately give notice thereof in writing to the Engineer and City Staff, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the performance schedule or be construed as a waiver by the City of any rights or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the performance schedule.

ADDENDA

Addenda will be issued by email to all vendors holding bid packages who registered with the City, and will be placed on City of Floresville's official website

CHANGES OR ALTERATIONS

No part of this bid may be changed/alterd in any way. Bidders must submit written requests to change any specifications/conditions with their proposal.

Changes made without submission of a written request to this bid will result in disqualification.

REQUEST FOR NON-CONSIDERATION

Bids deposited with the City cannot be withdrawn prior to the time set for opening bids. Request for non-consideration of bids must be made in writing to the Engineer and received by the City prior to the time set for opening bids. After other bids are opened and publicly read, the Proposal for which non-consideration is properly requested may be returned unopened. The Proposal may not be withdrawn after the bids have been opened and the Bidder, in submitting the same, warrants and guarantees that this bid has been carefully reviewed and checked and that it is in all things true and accurate and free

of mistakes and that such bid will not and cannot be withdrawn because of any mistake committed by the Bidder.

BID CONSIDERATION/TABULATION

After bids are opened and publicly read, the bids will be tabulated for comparison based on the bid prices and quantities (lowest and best responsible bidder) or by the best value method shown in the Proposal. Until final award of the Contract, the City reserves the right to reject any or all bids, to waive technicalities, and to re-advertise for new bids, or propose to do the work otherwise in the best interests of the City.

BEST VALUE METHOD CONSIDERATION OF BIDS

The following items will be considered when an award is based on the best value method:

- The Bid price;
- The reputation of the Bidder and the Bidder’s services;
- The quality of the Bidder’s services
- The extent to which the services meet the City’s needs;
- The Bidder’s past relationship with the City;
- The impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- The total long-term cost to the City to acquire the Bidder’s services; and
- Any relevant criteria specifically listed in the request for bids or proposals.

REJECTION OF BIDS

The City reserves the right to reject any or all bids or to waive technicalities at its option when in the best interests of said City.

Bids will be considered irregular if they show any omissions, alteration of form, additions or conditions not called for, unauthorized alternate bids or irregularities of any kind. However, the City reserves the right to waive any irregularities and to make the award in the best interests of the City.

The City reserves the right to reject any or all bids, and all bids submitted are subject to this reservation. Bids may be rejected, among other reasons, for any of the following specific reasons:

- Bids received after the time limit for receiving bids as stated in the advertisement.
- Proposal containing any irregularities.
- Unbalanced value of any items.

Bidders may be disqualified and their bids not considered, among other reasons, for any of the following specific reasons:

- Reason for believing collusion exists among the Bidders.
- Reasonable grounds for believing that any Bidder is interested in more than one Proposal for the work contemplated.
- The Bidder being interested in any litigation against the City.
- The Bidder being in arrears on any existing contract or having defaulted on a previous contract.
- Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
- Uncompleted work, which in the judgment of the City will prevent or hinder the prompt completion of additional work if awarded.

CANCELLATION OF BIDS

Bids may be cancelled with 30 days written notice with good cause.

PAYMENT TERMS & CONDITIONS

All bids shall specify terms and conditions of payment, which will be considered as part of but not control, the award of bid. City review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials or service. Bids which call for payment before 30 days from receipt of invoice, or cash discount given on such payment, will be considered only if in the opinion of the Commissioner the review, inspection and processing procedures can be completed as to the specific purchases within the specified time.

It is the intention of City of Floresville to make payment on completed orders within thirty (30) days of receiving invoicing unless unusual circumstances arise. Invoices shall be fully documented as to labor, materials and equipment provided. Orders will be placed by the City and must be given a Purchase Order Number to be valid. No payments shall be made on invoices not listing a Purchase Order Number. No partial payment will be made.

Payment will not be made by the City until the vendor has been given a Purchase Order Number, has furnished proper invoice, materials, or services, and otherwise complied with City Purchasing procedures, unless this provision is waived by the City.

No payment will be made until approved by Commissioners Court in a posted open meeting.

CONTRACT CLAUSE

All Bidders understand and agree that the bidder’s bid response will become a legally binding contract upon acceptance in writing by the City. This contract may be superseded only if replaced with a more extensive contract that is agreed to by both parties.

DEFAULT

In case of default of the successful bidder, City of Floresville may procure the articles and services from other sources and hold the bidder responsible for any excess cost occasioned thereby.

DELIVERY OF CONSTRUCTION MATERIALS

The City reserves the right to demand bond or penalty to guarantee services and delivery by the date indicated. If the Bidder fails to complete the expected construction by the guaranteed date, the City reserves the right to terminate the contract without liability on its part. All material prices are to be F.O.B. City of Floresville, Texas, all freight prepaid.

ANNUAL CONTRACT FUNDING

The City operates on a fiscal year that ends on the last day of September. Because state law mandates that a City may not commit funds beyond a fiscal year, this bid is subject to cancellation of funds are not approved in the next fiscal year.

BRAND NAMES

If items for which bids have been called for have been identified by a “brand name or equal” description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering “equal” products will be considered for award if such products are clearly identified in the bids and are determined by the Commissioner to be equal in all material respects to the brand name products referenced. **Unless the bidder clearly indicated in their bid that they are offering an “equal product”, their bid shall be considered as offering a brand name product referenced in the Proposal Schedule.**

INSURANCE

Deductibles of any type are the responsibility of the bidder/Supplier.

MISCELLANEOUS

Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production and of the most suitable grade for the purpose intended. If at any time during the performance of this contract the Supplier believes that the furnishing of supplies or components that are not new is necessary or desirable, they shall notify the Engineer and Skip Hajek, Commissioner Precinct 3, immediately, in writing, including the reasons therefore and proposing any consideration which will flow to the City if authorization to use supplies or components is granted.

SALES TAX

The total for each bid submitted must include any applicable taxes. Although the City is exempt from most City, state, or federal taxes, this is not true in all cases. It is suggested that taxes, if any, be separately identified, itemized, and stated on each bid. The City cannot determine for the bidder whether or not the bid is taxable to the City. The Bidder through the Bidder's attorney or tax consultant must make such determination. Bills submitted for taxes after the bids are awarded will not be honored.

INDEMNIFICATION

In case any action in court is brought against the Owner, or any officer or agent of the Owner, for the failure, omission, or neglect of the Supplier to perform any of the covenants, acts, matters, or things by this contract undertaken; or for injury or damage caused by the alleged negligence of the Supplier or his subSuppliers or his or their agents; or in connection with any claim based on lawful demands of subSuppliers, workmen, materialmen, or suppliers, the Supplier shall indemnify and save harmless the Owner and its officers and agents, from all losses, damages, costs, expenses, judgments, or decrees arising out of such action.

CERTIFICATE OF INTERESTED PARTIES:

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015 to implement the law.

Filing Process:

On January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized.

Information regarding how to use the filing application is available at:

<https://www.ethics.state.tx.us/tec/1295-Info.htm>

Please follow instructional Video for Business Entities.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY

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

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

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

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

5 Check only if there is NO interested Party.

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

 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

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

 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

SPECIAL CONDITIONS

1. Length of this price agreement shall be for one (1) full year with the option to renew for (1) one additional year, provided both parties are in agreement.
2. City of Floresville reserves the right to make a bid award to either one vendor whose bid is the best value for the City, or to multiple vendors. If the award is made to multiple vendors, it will be either as one vendor being the primary vendor and the other vendor the secondary vendor, or both vendors awarded jointly.
3. Quantities as shown on the Proposal Sheet are estimates. City of Floresville reserves the right to increase or decrease these quantities during this agreement if any changes to the construction plans occur.
4. City of Floresville reserves the right to cancel this agreement upon thirty (30) days written notice with good cause.
5. City of Floresville reserves the right to require samples on any item prior to bid award.
6. Bid shall be awarded based on the "Best Value" to the City.
7. Pages 2 through 16 must be submitted to be considered.
8. **Payment receipts will be submitted to the engineer for review before payment is made. The City reserves the right to reject payment receipts if specified work on the receipt has not been completed.**
9. The City operates on a fiscal year that ends on September 30th. Because state law states that a municipality may not commit funds beyond a fiscal year, this bid is subject to cancellation if funds for this commodity are not approved in the next fiscal year.

SPECIFICATIONS

Compliance with or variation from the specifications must be noted for each item on the specification sheet. All variations from specifications must be noted on the bid form.

ALL MATERIALS / SERVICES SHALL MEET CITY OF SAN ANTONIO MINIMUM REQUIREMENTS. (USE CITY OF SAN ANTONIO SPECIFICATIONS FOR DETAILS)

Requirements: Minimum STANDARDS FOR CITY OF SAN ANTONIO

PROPOSAL QUANTITIES AND SCHEDULE

Variations from specifications may be acceptable provided such differences are noted on the bid and are deemed to be advantageous to the City. Any substitutions from brand names mentioned must be proved to be equal and may be considered for award by the Commissioner and reviewing engineer if so proven.

ESTIMATED QUANTITIES

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	COST
Street/Parking Lot Improvements					
1.	Materials for Parking Lot, with Drives				
	a. 2" HMAC, Type D	6,600	SY		\$ -
	b. 8" Flexible Aggregate Base	6,600	SY		\$ -
2.	Concrete Dumpster Pad (5 Dumpsters Pads)	900	SF		\$ -
3.	6" Concrete Rip-Rap (Drainage Improvements)	3,000	SF		\$ -
4.	Wheel Stops	41	EA		\$ -
5.	Striping	87	EA		\$ -
6.	Signage	10	EA		\$ -
7.	TPDES - Erosion Control Silt Fence	623	LF		\$ -
Street/Parking Lot Improvements Subtotal:					\$ -
Street/Parking Lot Improvements Total:					\$ -
Notes:					
a) Materials Bidders to use City of San Antonio Specs for above Materials					

ESTIMATED SUPPLY SCHEDULE IS TO BE COMPLETED BY THE SUPPLIER/BIDDER AND ATTACHED TO THE BID PACKAGE. SUPPLIER TO INCLUDE ALL INSURANCE AND BONDING INFORMATION AS NECESSARY.

CONFLICT OF INTEREST QUESTIONNAIRE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code went into effect which requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the City Auditor of City of Floresville not less than the 7th business day after the person becomes aware of facts that require the statement to be filed.

A recent amendment to this state law that went into effect on September 1, 2007 now allows for two changes to the original statute:

1. The Conflict of Interest Questionnaire only needs to be filled out and returned with your bid if you or your company are aware of a conflict, and,
2. If the amount of the conflict exceeds \$2,500

It is the responsibility of every vendor filling out and returning this bid to determine if there is a conflict meeting the parameters listed above. If so, **City of Floresville requires that this Questionnaire be completed and turned in with your bid.** If there is no conflict, or if the amount of the conflict is less than \$2,500, then you are not required to submit the Questionnaire with your bid.

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law, this questionnaire must be filed with the records administrator of the local government 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 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 doing business 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 September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Name each employee or Supplier of the local government entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.

4

Name each local government officer who appoints or employs local government officers of the governmental entity for which his questionnaire is filed AND describe the affiliation or business relationship.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

Page 2

5

Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. 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 from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government Officer named in this section AND the taxable income is not from the local governmental entity?

Yes No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each affiliation or business relationship.

6

Signature of person doing business with governmental entity

Date