CONTRACT DOCUMENTS

FOR

OLD ANSON RD. OVERLAY PROJECT

CITY OF ABILENE

December 2017

Anthony Williams, Mayor

City Council

Shane Price	**Weldon Hurt**
Bruce Kreitler	**Kyle McAlister**
Donna Albus	**Steve Savage**

Robert Hanna, City Manager

STATE OF TEXAS
LARRY MARK WRIGHT
91225
LICENSED
PROFESSIONAL ENGINEER

11-17-17

PREPARED BY:
ENGINEERING DIVISION
CITY OF ABILENE, TEXAS

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SCOPE OF PROJECT

This construction contract involves the mill and overlay of Old Anson Rd. from Ambler Ave. to Stamford St. as outlined in the Construction Plans. Type "B" HMAC is set up on this project in case Contractor encounters any pavement failures, repairs shall be as directed by the Engineer. Also included in this contract is an under seal along the entire roadway.

INVITATION FOR BIDS

The City of Abilene will receive sealed, written bids in the Purchasing Department at City Hall, 555 Walnut, Suite 201-A, Abilene, Texas, until **11:00 a.m.** on **December 19, 2017**, for:

OLD ANSON RD. OVERLAY PROJECT

A Pre-Bid Conference will be held in the Public Works Conference Room of Abilene City Hall at **9:30 p.m.** on **December 12, 2017**, to discuss the scope of the project and answer any questions prospective bidders may have concerning specifics of the project. The Contractor **or** his designated representative may attend.

The City will return unopened any bid received after bid closing time. The bids will be publicly opened and read aloud immediately after closing deadline in the Council Chambers – Abilene City Hall, 555 Walnut, Abilene, Texas.

Contract Documents, including plans and specifications, are on file and may be examined without charge in the Purchasing Department at Abilene City Hall, 555 Walnut, Suite 201-A, Abilene, Texas. The Bidder may obtain Contract Documents from the Purchasing Administrator for a refundable fee of $50.00.

A cashier's check, certified check, or acceptable Bid Bond, payable to the City of Abilene, Texas, in an amount not less than five percent of the bid submitted, must accompany each bid to guarantee that, if awarded the contract, the Bidder will, within 15 days after receiving Notice of Award, enter into a contract, provide an acceptable Certificate of Insurance, and execute bonds on the forms provided in the Contract Documents.

Performance and Payment Bond information is found in the Instructions to Bidders. All bids must comply with specifications. All bids must remain open for 60 days after bid opening.

The City will award the contract to the lowest responsible bidder. The City reserves the right to reject any or all bids and waive any formalities and technicalities.

_____
(Signature)

MELISSA DENSON

Purchasing Administrator
City of Abilene

Date: _____

DEFINITIONS

Definitions applicable to these Contract Documents are found in the City of Abilene's Standard Specifications for Construction adopted September, 2006, Part I, Division I, Item 1.

INSTRUCTIONS TO BIDDERS

Instructions to bidders are found in the City of Abilene's Standard Specifications for Construction adopted September, 2006, Part I, Division I, Item 2, with the exception of the section amended, below as follows:

9. PREVAILING WAGE RATES

The minimum prevailing wage rates for the performance of this Contract are attached as Exhibit A. Said exhibit shall become a part of the Contract Document. For federally funded projects, wage rates must comply with Federal Law.

18. EQUAL EMPLOYMENT OPPORTUNITY

It is the City's policy to recruit, employ, and to provide compensation, promotion, and other conditions of employment without regard to race, color, religion, sex, age, national origin, or disability. The City affirms that employment decisions shall be made only on the basis of bonafide occupational qualifications. The City shall continually review its employment practices and personnel procedures and take positive steps to assure that equality of employment opportunity in the City of Abilene, Texas, is a fact as well as an ideal.

19. VERIFICATION OF EMPLOYMENT ELIGIBLITY

Contractor must comply with the Immigration Reform and Control Act (IRCA) and may not knowingly obtain labor or services of an unauthorized alien. Contractor -- not City -- must verify eligibility for employment as required by IRCA.

EXHIBIT "A" WAGE RATE

The minimum prevailing wage rates for the locality in which this work is to be performed are shown below.

General Decision Number: TX170007 01/06/2017 TX7

Superseded General Decision Number: TX20160007

State: Texas

Construction Types: Heavy and Highway

Counties: Armstrong, Carson, Crosby, Ector, Irion, Lubbock,
Midland, Potter, Randall, Taylor and Tom Green Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage
of $10.20 for calendar year 2017 applies to all contracts
subject to the Davis-Bacon Act for which the contract is awarded
(and any solicitation was issued) on or after January 1, 2015.
If this contract is covered by the EO, the contractor must pay
all workers in any classification listed on this wage
determination at least $10.20 per hour (or the applicable
wage rate listed on this wage determination, if it is higher)
for all hours spent performing on the contract in calendar
year 2017. The EO minimum wage rate will be adjusted annually.
Additional information on contractor requirements and worker
protections under the EO is available at
www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017

* SUTX2011-002 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving & Structures)	$ 13.55	
ELECTRICIAN	$ 20.96	
FORM BUILDER/FORM SETTER		
Paving & Curb	$ 12.36	
Structures	$ 13.52	
LABORER		
Asphalt Raker	$ 12.28	
Flagger	$ 9.30	
Laborer, Common	$ 10.30	
Laborer, Utility	$ 11.80	

Work Zone Barricade
Servicer.....$ 10.30

POWER EQUIPMENT OPERATOR:
Asphalt Distributer.....$ 14.87
Asphalt Paving Machine.....$ 13.40
Broom and Sweeper.....$ 11.21
Crane, Lattice Boom 80
Tons or Less.....$ 16.82
Crawler Tractor Operator....$ 13.96
Excavator, 50,000 lbs or
less.....$ 13.46
Front End Loader Operator,
Over 3 CY.....$ 12.77
Front End Loader, 3CY or
less.....$ 12.28
Loader/Backhoe.....$ 14.18
Mechanic.....$ 20.14
Milling Machine.....$ 15.54
Motor Grader, Rough.....$ 16.15
Motor Grader, Fine.....$ 17.49
Pavement Marking Machine....$ 16.42
Reclaimer/Pulverizer.....$ 12.85
Roller, Asphalt.....$ 10.95
Roller, Other.....$ 10.36
Scraper.....$ 10.61
Spreader Box.....$ 12.60

Servicer.....$ 13.98

Steel Worker (Reinforcing).....$ 13.50

TRUCK DRIVER
Lowboy-Float.....$ 14.46
Single Axle.....$ 12.74
Single or Tandem Axle Dump..$ 11.33
Tandem Axle Tractor with
Semi.....$ 12.49

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

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons

resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007

in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

END OF GENERAL DECISION

SPECIAL CONDITIONS

Special Conditions applicable to these Contract Documents are found the City of Abilene's Standard Specifications for Construction adopted September, 2006, Part I, Division I, Item 3, with the exception of the Construction Contract. The Construction Contract applicable to this project is found in these Contract Documents.

SUPPLEMENTARY CONDITIONS

Supplementary Conditions applicable to these Contract Documents are found the City of Abilene's Standard Specifications for Construction adopted September, 2006, Part I, Division I, Item 4.

GENERAL CONDITIONS

General Conditions applicable to these Contract Documents are found the City of Abilene's Standard Specifications for Construction adopted September, 2006, Part I, Division I, Item 5, with the exception of the section amended, below as follows:

35. MINORITY AND WOMEN BUSINESS ENTERPRISES

The City hereby gives notice that Minority and Women Business Enterprises will be afforded equal opportunities to submit bids in for this contract and will not be discriminated against on the grounds of race, ethnicity, color, sex, religion or national origin in awarding the contract. Technical assistance is available to Minority and Women Business Enterprises through the Texas Tech University Small Business Development Center, 749 Gateway St., Abilene, Texas, 79602, 325-670-0300.

BID FORM

Date: _____

Bid of_____, ("Bidder"), organized and existing under the laws of the

State of _____, doing business as _____
(corporation, partnership, or individual)

To: THE CITY OF ABILENE, TEXAS

Bidder offers to perform all Work for constructing

OLD ANSON RD. OVERLAY PROJECT

according to the Contract Documents and at the prices stated in the Bid Schedule.

Bidder acknowledges receiving Addenda: _____

Bidder certifies (if a joint bid, each party certifies as to its own organization) that this Bid has been arrived at independently and without consultation, communication or agreement with any other bidder or competitor as to any matters relating to this Bid.

Bidder offers to perform all contract work described for a lump sum total of: _____

The Bid Schedule states the lump sum, unit prices, if requested, and alternate prices.

Bidder offers to complete the project within FORTY (40) working days for base bid and ZERO (0) working days for add alternate, which time allows for the normal delays associated with inclement weather.

BID SCHEDULE

Show bid prices in words and numerals. Words take precedence over numerals. Round off unit prices to two decimal places only. These Bid prices must include all labor, materials, equipment, insurance, overhead, superintendence, transportation, profit, and incidentals to cover the finished Work called for in the Contract Documents. *In case of mathematical error in extensions, (Unit Prices) prevails.*

BID SCHEDULE
FOR
OLD ANSON RD. OVERLAY PROJECT
BASE BID
NOTE: Bids shall include all applicable taxes and fees.

ITEM	ESTIMATE QUANTITY	DESCRIPTION AND UNIT PRICES (PRICE TO BE WRITTEN)	UNIT PRICE (NUMBERS)	TOTAL
100	57.21 STA	Prepare R.O.W. at _____ DOLLARS and _____ CENTS PER STA		
110	477.8 CY	Roadway Excavation at _____ DOLLARS and _____ CENTS PER CY		
310	1,500.0 GAL	Asphalt Prime Oil (AEP) at _____ DOLLARS and _____ CENTS PER GAL		
316-1	10,032.6 GAL	Surface Treatment (Asphalt)(AC-20-5TR) at _____ DOLLARS and _____ CENTS PER GAL		
316-2	286.6 CY	Surface Treatment (Aggregate)(TY-PB)(GR4) at _____ DOLLARS and _____ CENTS PER CY		
340-1	3,153.1 TON	Hot Mix Asphaltic Concrete (Type D)(PG70-22) at _____ DOLLARS and _____ CENTS PER TON		
340-2	946.0 TON	Hot Mix Asphaltic Concrete (Type B)(PG70-22) at _____ DOLLARS and _____ CENTS PER TON		
354	28,664.5 SY	Planing and/or Texturing Pavement (0"-3") at _____ DOLLARS and _____ CENTS PER SY		
500	1.0 LS	Mobilization (NTE 5% of Bid) at _____ DOLLARS and _____ CENTS PER LS		
502	2.0 MO	Signs, Barricades, and Traffic Handling at _____ DOLLARS and _____ CENTS PER MO		

BID SCHEDULE FOR OLD ANSON RD. OVERLAY PROJECT BASE BID NOTE: Bids shall include all applicable taxes and fees.				
ITEM	**ESTIMATE QUANTITY**	**DESCRIPTION AND UNIT PRICES** (PRICE TO BE WRITTEN)	**UNIT PRICE** (NUMBERS)	**TOTAL**
810-1	1.0 LS	Pavement Markings at _____DOLLARS and _____CENTS PER LS		
810-2	3.0 EA	Pavement Markings (Thermo Crosswalks) at _____DOLLARS and _____CENTS PER EA		
810-3	2.0 EA	Pavement Markings (Thermo Left Arrow) at _____DOLLARS and _____CENTS PER EA		
810-4	2.0 EA	Pavement Markings (Thermo Right Arrow) at _____DOLLARS and _____CENTS PER EA		
810-5	4.0 EA	Pavement Markings (Thermo ONLY) at _____DOLLARS and _____CENTS PER EA		

TOTAL AMOUNT OF BASE BID (in words): _____

TOTAL AMOUNT OF BASE BID (in numbers): **$**_____

Respectfully submitted,

_____
Signature

_____
Typed or Printed Name

Title: _____

Address: _____

_____

Telephone: _____

Federal Tax I.D. #: _____

ATTEST:

_____
Signature

_____
Typed or Printed Name

Title: _____
(Seal required if Bid by Corporation)

DEBARRED BIDDERS STATEMENT

The Contractor, including any of its officers or holders of a controlling interest, is obligated to inform the City of Abilene whether or not it is or has been on any debarred bidders' list maintained by the United States Government. Should the Contractor be included on such a list during the performance of this project, it shall so inform the City of Abilene.

_____ Have been listed on a United States Government debarred bidder's list.

_____ Have not been listed on a United States Government debarred bidders' list.

Date: _____

Signature: _____

RESTRICTIONS ON LOBBYING CERTIFICATION

In accordance with 31 U.S.C. Section 1352, the Contractor hereby certifies that no Federal appropriated funds have been or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of any Federal grant or loan, the entering into the cooperative agreement and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer of Members of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit standard form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

Date: _____

Signature: _____

Title: _____

STATEMENT OF BIDDER'S QUALIFICATIONS

Answers to all questions must provide clear, comprehensive data that is not misleading. Attach additional sheets if necessary. A Bidder may submit additional information.

1. Name of Bidder and permanent main office address:

_____

_____

_____

2. Date when organized under present name and State of incorporation (if applicable):

_____

3. Former firm or trade names, with dates of operation for each name:

_____

_____

4. General character of work performed by your company:

_____

5. If you have ever failed to complete any work awarded to you, state project location and reason(s), and give name and address of project owner and Engineer.

_____

_____

6. If you have ever defaulted on a contract, state project location, amount of contract, reason(s) and give name and address of project owner and Engineer.

_____

_____

7. List of similar projects successfully completed. Include amount of contract, type of work, date completed and name and address of owner. Attach additional page if needed.

_____

_____

_____

_____

8. List of current projects under contract. Include amount of contract, type of work, date completed and name and address of owner. Attach additional page if needed.

_____

_____

_____

9. Upon request, fill out a detailed financial statement and furnish any other pertinent information required by the City.

BID BOND

_____ as Principal, and

_____ as Surety are firmly bound to the City of Abilene,

Texas, in the penal sum of $_____ for the payment of which we jointly and severally bind ourselves, successors and assigns.

The Principal has submitted to the City of Abilene a certain bid, incorporated here by reference, to enter into a contract in writing for

OLD ANSON RD. OVERLAY PROJECT

If the bid is rejected, this obligation is void.

If the bid is accepted, and the Principal properly executes and delivers a contract in the form of the contract referenced in the Contract Documents and corresponding with Principal's bid, and furnishes acceptable Performance and Payment Bonds as required by the Contract Documents, and in all other respects performs the agreement created by the City's acceptance of the bid, then this obligation is void; otherwise, the same remains in force and effect. It is expressly understood that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the stated penal amount of this obligation.

The Surety, for value received, stipulates that obligations of said Surety and its bond are not affected by any extension of time within which the City may accept the bid; and the Surety waives notice of any such extension.

We, Principal(s) and Surety(s), have signed and sealed this instrument:

Date: _____, 20__	Date: _____, 20__
_____	_____
(Principal)	(Surety)
By: _____	By: _____
(Signature)	(Signature)
_____	
(Name - typed)	SURETY'S SEAL
_____	
(Title - typed)	

IMPORTANT: Surety companies executing bonds must be authorized to transact business in the State of Texas.

CERTIFICATE OF INSURANCE OR COPY OF POLICY

The Contractor must provide either four (4) copies of an approved Certificate of Insurance or four (4) copies of the insurance policy or policies which complies with insurance provisions of the Special Conditions of the Abilene's Standard Specifications for Construction adopted September, 2006. Insurance certificates will be incorporated into the contract.

CONSTRUCTION CONTRACT

BACKGROUND

THIS CONTRACT, made _____ , 20__, is between the City of Abilene, a Municipal Corporation of Taylor and Jones Counties, Texas ("City"), and _____ of the City of _____, State of Texas. ("Contractor").

The City recognizes a need for high quality construction work; the Contractor agrees to complete the project in return for payment.

THE AGREEMENT

1. **Work and Consideration.**

The Contractor hereby agrees to commence and complete the construction of Work described as

OLD ANSON RD. OVERLAY PROJECT

The Contractor must provide all Work required in the Contract Documents -- incorporated herein by reference -- labeled:

OLD ANSON RD. OVERLAY PROJECT

All work to be performed will be completed in conformance with (1) Part I and II of the City of Abilene's Standard Specifications for Construction adopted September, 2006 with the attached amendments in these Contract Documents, and (2) the Plans attached to these Contract Documents. City of Abilene specifications control over Texas Department of Transportation specifications in the event of a conflict.

In consideration of this Work, the City will pay the Contractor the sum of _____.

2. **Timely Work.** The Contractor must begin and fully complete Work in the days stated in the Notice to Proceed. The time allows for normal delays associated with weather conditions, crew coordination, etc. Time is of the essence, and liquidated damages as set forth in the General Conditions (Paragraph 16) apply for late Work.

3. **Payment.** If Performance and Payment Bonds are required, the City will pay Contractor according to the General Conditions (Paragraph 20). If Performance and Payment Bonds are not required, the City will pay Contractor according to the Instructions to Bidders.

4. **No liens.** No mechanic, contractor, subcontractor, supplier, or other person can or will contract for, or in any other manner have or acquire any lien upon the work of this Contract, or the land upon which it is situated. The laws of the State of Texas govern this Contract.

5. **Venue.** Venue for any legal proceeding is Taylor County, Texas.

6. **Indemnity.**

A. Definitions

For the purpose of this section the following definitions apply:

"City" shall mean all officers, agents and employees of the City of Abilene.

"Claims" shall mean all claims, liens, suits, demands, accusations, allegations, assertions, complaints, petitions, proceedings and causes of action of every kind and description brought for damages.

"Contractor" includes the corporation, company, partnership, or other entity, its owners, officers, and/or partners, and their agents, successors, and assigns.

"Contractor's employees" shall mean any employees, officers, agents, subcontractors, licensee and invitees of Contractor.

"Damages" shall mean each and every injury, wound, hurt, harm, fee, damage, cost, expense, outlay, expenditure or loss of any and every nature, including but not limited to:

(i) injury or damage to any property or right

(ii) injury, damage, or death to any person or entity

(iii) attorneys fees, witness fees, expert witness fees and expenses, and

(iv) all other costs and expenses of litigation

"Premise Defects" shall mean any defect, real or alleged, which now exists or which may hereafter arise upon the premises.

"Proven" shall mean that a court of competent jurisdiction has entered a final unappealable judgment on a claim adjudging an entity or person liable for a monetary judgment.

"Sole negligence" shall mean negligence of a party that is unmixed with the fault of any other person or entity.

B. Indemnity

The Contractor must indemnify, hold harmless, and defend the City from and against liability for any claims arising out of the Contractor's work and activities conducted in connection with this Contract.

The Contractor is an independent contractor and is not, with respect to its acts or omissions, an agent or employee of the City.

Contractor must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of Contractor's employees while in the vicinity where the work is being done. The City is not liable or responsible for the negligence or intentional acts or omissions of the Contractor or Contractor's employees.

The City assumes no responsibility or liability for damages which are directly or indirectly attributable to premise defects. Responsibility for all such defects is expressly assumed by the Contractor.

The City and Contractor must provide the other prompt and timely notice of any covered event which in any way affects or might affect the Contractor or City. The City has the right to compromise and defend the same to the extent of its own interests.

BOTH CITY AND CONTRACTOR EXPRESSLY INTEND THIS CONTRACT'S INDEMNITY PROVISION TO REQUIRE CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE WHILE CITY IS PARTICIPATING IN THIS CONTRACT, WHERE

THAT NEGLIGENCE IS A CONCURRING CAUSE OF THE DAMAGES. THIS CONTRACT'S INDEMNITY PROVISION DOES NOT APPLY TO ANY CLAIM WHERE DAMAGE IS PROVEN TO RESULT FROM THE SOLE NEGLIGENCE OF THE CITY.

7. **Insurance.** The Special Conditions found in the City of Abilene's Standard Specifications for Construction adopted September, 2006, Part I, Division I, Item 3, contain the insurance requirements of this Contract.

8. **Overcharges.** The Contractor assigns to City any claims for overcharges related to this Contract which arise under antitrust laws of the United States, 15 U.S.C.A. Sec. 1 et seq, as amended.

9. **Contract Interpretation.** Any dispute about the Contract's meaning or application will be interpreted fairly and reasonably, and neither more strongly for or against either party.

10. **Indebtedness to City.** Contractor agrees that no payments owed by him of any nature whatsoever to the City, including payment in advance for service charges or any sums of any character whatsoever, shall become delinquent or in arrears.

The City will not knowingly award contracts for goods or services to any Bidder in arrears to the City for any debt, claim, demand, or account whatsoever, including taxes, penalty or interest. Contractor is responsible for ensuring that no indebtedness exists.

Section 130 of the City Charter authorizes the City to counterclaim and offset any debt, claim, demand or account owed by the City to any person, firm or corporation in arrears to the City for any debt, claim, demand or account of any nature whatsoever, including taxes, penalty or interest.

11. **Contract Execution.** The Contractor must sign the Contract first, with any necessary attestation and seal. The City Attorney or designee must review the Contract, and approve or disapprove it. If approved, the City's authorized agent will then sign. The City Secretary must keep a signed original in the City Secretary's Office.

12. **Contract Copies.** Each of the two executed copies is an original.

IN WITNESS HERE OF, the parties hereto have executed this contract:

CONTRACTOR

Name of Contractor: _____

Business Address: _____

_____

_____

_____
Signature

_____
Name - Typed or Printed

_____
Business Phone No.

_____
Title - Typed or Printed

_____
Federal Tax I.D.#

ATTEST: (If Corporation)

_____
Corporate Secretary's Signature

Corporate Seal
(if none, write "None")

CITY OF ABILENE

ATTEST:

_____
Authorized Signature

_____
City Secretary

Seal:

APPROVED:

_____
City Attorney

_____
Risk Manager

STATUTORY PERFORMANCE BOND

STATE OF TEXAS	§	**STATUTORY PERFORMANCE BOND**
	§	**PURSUANT TO TEX. GOV'T CODE ANN.**
	§	**Section 2253.021 (Vernon 1994)**
COUNTY OF TAYLOR	§	

_____

_____

as Principal(s), and _____

_____

as Surety(s) are bound to the City of Abilene, Texas, ("Obligee") in the sum of $_____ lawful money of the United States. By this document, they bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, to pay this amount.

On _____, 20__, the Principal entered into a written contract with the Obligee for

OLD ANSON RD. OVERLAY PROJECT

which contract is incorporated by reference for all purposes. The Principal is required by law to execute a bond in the contract amount before beginning work.

If the Principal faithfully performs the work according to the Contract Documents, including any performance required of the Principal for a period of one year after the date of final acceptance of the work, under guarantees furnished the Obligee, then this obligation is void; otherwise, it remains in full force.

This bond is executed under the provisions of TEX. GOV'T CODE ANN. § 2253.001, *et. seq.* (Vernon 1994), as amended, and all liabilities on this bond shall be determined according to the provisions of that Code.

Surety, for value received, stipulates that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in anyway affect its obligation on this bond, and it waives notice of any such change, extension of time, alteration, or addition to the terms of the contract, or to the work performed thereunder.

We, Principal(s) and Surety(s), have signed and sealed this instrument:

_____, 20__

_____
(Principal)

By: _____
(Signature)

_____
(Name - typed)

_____
(Title - typed)

The undersigned surety company represents that it is authorized to do business in Texas, and designates _____ its agent in Taylor County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship. Surety consents to venue in Taylor County, Texas.

_____, 20__

_____	_____
(Surety)	(Signature of Attorney-in-Fact)
By: _____	_____
(Signature)	(Typed Name of Attorney-in-Fact)

SURETY'S SEAL

* * * *

STATUTORY PAYMENT BOND

STATE OF TEXAS	§	**STATUTORY PAYMENT BOND**
	§	**PURSUANT TO TEX. GOV'T CODE ANN.**
	§	**Section 2253.021 (Vernon 1994)**
COUNTY OF TAYLOR	§	

_____

_____

as Principal(s), and _____

_____

as Surety(s) are bound to the City of Abilene, Texas, ("Obligee") in the sum of $_____ lawful money of the United States. By this document, they bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, to pay this amount.

On _____, 20__, the Principal entered into a written contract with the Obligee for

OLD ANSON RD. OVERLAY PROJECT

which contract is incorporated by reference for all purposes. The Principal is required by law to execute a bond in the contract amount before beginning work.

If the Principal pays all claimants supplying labor and material to Principal or a subcontractor in the performance of the work provided for in the contract, then this obligation is void; otherwise, it remains in full force.

This bond is executed under the provisions of TEX. GOV'T CODE ANN. § 2253.001, *et. seq.* (Vernon 1994), as amended, and all liabilities on this bond will be determined according to the provisions of that Code.

Surety, for value received, stipulates that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in anyway affect its obligation on this bond and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract, or to the work performed thereunder.

We, Principal(s) and Surety(s), have signed and sealed this instrument:

_____, 20__

_____
(Principal)

By: _____
(Signature)

_____
(Name - typed)

_____
(Title - typed)

The undersigned surety company represents that it is authorized to do business in Texas, and designates _____ its agent in Taylor County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship. Surety consents to venue in Taylor County, Texas.

_____, 20__

_____	_____
(Surety)	(Signature of Attorney-in-Fact)
By: _____	_____
(Signature)	(Typed Name of Attorney-in-Fact)

SURETY'S SEAL

* * * *

NOTICE OF AWARD

TO: _____ DATE: _____

_____

_____

_____

PROJECT DESCRIPTION: **OLD ANSON RD. OVERLAY PROJECT**

The City of Abilene has considered your Bid response to the Invitation for Bids dated _____, 20__, for the project listed above.

The City of Abilene accepts your Bid in the amount of _____.

The Instructions to Bidders require you to execute the Contract and furnish applicable bonds and insurance documents within 15 days from the date of this Notice of Award. If you fail to timely fulfill these obligations, the City is entitled to regard your failure as a forfeiture of any rights which might arise by the City's accepting your Bid. Your failure entitles the City to collect on your Bid Bond, to contract with another Bidder, and to all other rights as may be granted by law.

You must return a signed copy of this Notice of Award to the City.

ACCEPTANCE OF NOTICE

THE CITY OF ABILENE, TEXAS

Date: _____
Contractor acknowledges receiving the Notice of Award.

By: _____
(Signature)

By: _____
(Signature)

_____
Name-Typed or Printed

Title:

_____
Name - Typed or Printed

Title: _____

Federal Tax ID #: _____

NOTICE TO PROCEED

To: _____ Date: _____

_____

_____

_____

PROJECT DESCRIPTION: **OLD ANSON RD. OVERLAY PROJECT**

You are to begin work on this project on or before _____, and to complete the work within FORTY (40) consecutive working days for Base Bid and ZERO (0) consecutive working days for Add Alternate.

You must complete all work on or before _____, 20__.

You must return a signed copy of this Notice to Proceed to the City.

THE CITY OF ABILENE, TEXAS

By: _____
(Signature)

_____
Name-Typed or Printed

Title: _____

Date: _____
Contractor acknowledges
receiving the Notice to Proceed.

By: _____
(Signature)

Title: _____

Federal Tax ID #: _____

CHANGE ORDER

CITY OF ABILENE

CHANGE ORDER NUMBER: ____

1. CONTRACTOR: _____

2. Change Order Work Limits: Sta. _____ to Sta. _____

3. Type of Change: _____ (Major/Minor)

4. Reasons: _____

5. Describe the work being revised: _____

_____

_____

_____

_____

Project: _____

Street: _____

Contract Number: _____

6. New or revised plan sheet(s), sketch(es), and estimates are attached:

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due. THE CONTRACTOR Date _____ _____ (Signature) Typed/Printed Name _____ Typed/Printed Title _____	***The following information must be provided:*** Change in contract time: _____ Original contract price: _____ Existing contract price: * _____ Amount added or subtracted by this CO: _____ Revised contract price: _____ * Includes previous CO's

RECOMMENDED FOR EXECUTION:

City Engineer's Seal:

_____

Inspection Services Manager Date

_____

City Engineer Date

_____

Director Date

AFFIDAVIT OF BILLS PAID

CITY OF ABILENE

AFFIDAVIT OF BILLS PAID

Contractor: _____

Project Number: _____

Project Description: _____

This is to certify that the above project was accepted on _____ and that all bills for labor, materials and incidentals incurred on this Contract have been paid in full, discharged, or waived and that I know of no claims pending. I am also aware that the City may request additional evidence to its satisfaction. I am also aware that the City may, after notifying the Contractor, either pay unpaid bills or withhold from the Contractor's compensation a reasonable sum of money sufficient to pay all lawful claims until the Contractor furnishes satisfactory evidence that all liabilities have been discharged.

THE CONTRACTOR:

_____

Company Name

_____ _____

Company Authorized Signature Date Notary Public, State of Texas

_____ (Seal)

Printed Name Date

RECOMMENDED APPROVAL:

_____

City Engineer Date

TECHNICAL SPECIFICATIONS

The following **specifications** from City of Abilene's Standard Specifications for Construction adopted September, 2006, Part II Technical Specifications, are incorporated into these Contract Documents by reference.
(Available from the City of Abilene Accounting Department for $25.00 + tax)

Item 100	Preparation of Right of Way
Item 110	Roadway Excavation
Item 310	Asphalt Prime Oil
Item 316	Surface Treatment
Item 340	Hot Mix Asphaltic Concrete Pavement
Item 354	Planing and/or Texturing Pavement
Item 500	Mobilization
Item 502	Barricades, Signs and Traffic Handling
Item 810	Pavement Markings

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

3 **Name of local government officer about whom the information is being disclosed.**

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

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

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Form 1295 Information

Certificate of Interested Parties (Form 1295)
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 a 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.

Filing Process:

On January 1, 2016, the ethics 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.** The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

City Of Abilene

Public Works
Engineering / Inspection Services
Abilene, Texas 79604
(325) 676-6311 fax (325) 676-6460

Engineering Opinion of Cost

Project
Name: Old Anson Rd. Overlay Project
Project Number: E2869

Date: 11/17/2017

Prepared By: M. Miller

BID ITEM	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
100	Prepare Right of Way	STA	57.21	$500.00	$28,605.00
110	Roadway Excavation	CY	477.80	$18.00	$8,600.40
310	Prime Oil (AEP)	GAL	1,500.00	$6.50	$9,750.00
316-1	Surface Treatment (Asphalt)(AC-20-5TR)	GAL	10,032.60	$7.00	$70,228.20
316-2	Surface Treatment (Aggregate)(TY-PB GRADE 4)	CY	286.60	$150.00	$42,990.00
340-1	HMAC (Type "D")(PG70-22) (2")	TON	3,153.10	$110.00	$346,841.00
340-2	HMAC (Type "B")(PG70-22) (6")	TON	946.00	$110.00	$104,060.00
354	Planing and/or Texturing Pavement	SY	28,664.50	$4.00	$114,658.00
500	Mobilization	LS	1.00	$30,000.00	$30,000.00
502*	Barricades, Signs, and Traffic Handling	MO	2.00	$5,000.00	$10,000.00
810-1	Pavement Markings	LS	1.00	$20,000.00	$20,000.00
810-2	Pavement Markings (Thermoplastic Crosswalk)	EA	3.00	$1,000.00	$3,000.00
810-3	Pavement Markings (Thermoplastic Left Arrow)	EA	2.00	$300.00	$600.00
810-4	Pavement Markings (Thermoplastic Right Arrow)	EA	2.00	$300.00	$600.00
810-5	Pavement Markings (Thermoplastic ONLY)	EA	4.00	$500.00	$2,000.00
				Bid Total	**$ 791,932.60**

* Plan Quantity Item

DISCLAIMER:
This Engineering Estimate is compiled for City of Abilene finance management purposes only. The intent is to assure that the design and the construction expenses do not exceed available funding.

SINCE ENGINEERING HAS NO CONTROL OVER THE COST OF LABOR, MATERIALS, OR EQUIPMENT, OR OVER THE CONTRACTOR(S)' METHODS OF DETERMINING PRICES, OR OVER COMPETITIVE BIDDING OR MARKET CONDITIONS, HIS OPINIONS OF PROBABLE PROJECT COST, CONSTRUCTION COST, OR TYPICAL COSTS PROVIDED HEREIN ARE MADE ON THE BASIS OF HIS EXPERIENCE AND QUALIFICATIONS AND REPRESENT HIS BEST JUDGEMENT AS A DESIGN PROFESSIONAL FAMILIAR WITH THE CONSTRUCTION INDUSTRY, BUT ENGINEER CANNOT AND DOES NOT GUARANTEE THAT PROPOSALS, BIDS, OR THE CONSTRUCTION COST WILL NOT VARY FROM OPINIONS OF COST PREPARED BY HIM.