

## **Instructions for Submitting Proposals**

This solicitation calls for a unit price proposal.

Please provide a unit price under each category listed on the bidding sheet.

Please carefully review the proposal packet, taking care to complete all required information. You must sign your proposal in ink. Your proposal should be submitted in the form of one (1) original, and two (2) copies. Your proposal must be placed in a sealed envelope or sealed inner package, clearly marked with the words "Competitive Sealed Proposal, Town of Combes, Demolition."

Proposals are due to the town no later than May 15, 2019 at 12:00 pm at Combes Municipal Complex, located at 21626 Hand Road, Combes, Texas.

This solicitation is made under the laws of the State of Texas and of the United States, and is pursuant to applicable state and federal program regulations. Proposers must comply with all applicable laws and regulations. The town may request and rely on the advice of its attorneys and the attorney general of Texas concerning any portion of these requirements.

Questions concerning clarification of instructions or inspections will be handled verbally.

Dimensions of the building may be obtained by calling Town Hall at 956-425-7131.

Conflicts of interest must be disclosed in accordance with state law, and proposers must submit a conflict of interest statement with their proposal.

Proposals must be submitted using the forms provided, except as provisions are made for the inclusion of extra materials. You must complete all applicable sections of the proposal packet, sign the incorporated contract or contracts applicable to the option or options you select, execute the attached affidavit(s) and return the entire packet. Take care to include all required certificates of insurance and other documentation. Affidavits must be sworn before an official duly authorized under law to take an oath, such as Notary Public or Judge.

Any proposals submitted after the deadline will be considered void, and returned unopened. Successful proposer will be notified by telephone, and subsequently in writing, of award.

All information included in your proposal is subject to the Texas Open Records Act and the US Freedom of Information Act, and will be made available upon the request of the public. Confidential information should not be included in your proposal.

## **SCOPE OF WORK**

### **FOR DEMOLITION OF “ASI” BUILDING IN COMBES, TEXAS UNIT PRICE**

#### **1.0 GENERAL**

The purpose of this contract is to demolish the town’s ASI building, located at 21559 Bus Hwy 77, in the Town of Combes, Texas. The ASI building is a metal building (consisting of sheet steel, steel beams and steel purlins), approximately 10,460 square feet.

The area to be included as part of this contract is located within the corporate limits of the Town of Combes.

#### **2.0 SERVICES.**

- 2.1. As directed by the Town, the Contractor shall provide for the demolition of designated structures, and the reduction and removal of demolition debris. The debris shall be taken to an approved disposal facility.
- 2.2. This contract does not include the remediation of any identified hazardous substances.
- 2.3. The contractor shall furnish all other necessary equipment, materials and personnel to provide the services described herein, and shall be responsible for obtaining all necessary permits for the work described herein.
- 2.4. No dust generated as a result of the activities in this contract may be received outside of the demolition site, no noise, with a decibel level greater than 85 decibels, as read at any point outside of the demolition site, may be generated.
- 2.5. No explosives or incendiary devices may be used in the performance of this contract.
- 2.6. After receiving notice to proceed, as provided in these specifications, the contractor shall demolish all structures indicated in the notice, utilizing the method indicated on the bid sheet. In demolishing a structure, the contractor shall knock-down, using a manual device or mechanical means, the component elements of a structure, and raze all elements of the structure, including any appurtenances, to grade. No elements of the structure shall be permitted to remain above grade.
- 2.7. Debris associated with the demolition activity, subject to removal under this contract, shall include all items within a structure, including fixtures and any abandoned personal property.
- 2.8. As specified by the town, vegetation, including trees, bushes and vines, may be removed as part of demolition project. No vegetation is to be removed without express direction by the town.

- 2.9. In conducting the demolition of concrete slabs, the contractor shall excavate and remove the concrete slab, and all appurtenances, to a depth of thirty-six (36) inches below grade, and back-filled, using suitable fill material, as specified in the bidding sheet. The final six (6) inches of any back-fill shall be comprised of top soil.
- 2.10. The contractor is responsible for removing and capping all utility connections associated with the demolished structure.
- 2.11. All holes, depressions and gouges to the soil on the demolition site, created as a result of the demolition activity, and which are greater in depth than six (6) inches, shall be filled and compacted using top soil.
- 2.12. The Contractor shall document the current conditions of all roadways, sidewalks and all structures to remain in the demolition area. In addition, all roadways along the haul routes shall be documented. A representative of the town shall be present during this inspection. The Contractor shall provide photographic and/or video documentation. The documentation shall be submitted to the town prior to beginning the work.
- 2.13. Contractors shall note that the project will occur near residential areas. The contractors should exercise due care to minimize any damages to trees, shrubs, landscaping and general property. The contractor shall repair any damages caused by the contractor's equipment in a timely manner at no expense to the town. The debris work area shall be left clear of debris and cleaned, as reasonably and practical under the conditions of this project.

Contractors shall exercise all due caution when operating near residential areas.

- 2.14. Contractors shall be responsible for traffic control, in accordance with the traffic control procedures adopted by the town. Contractor is to provide suitable number of flagmen, barricades and signage to implement traffic control manual, and maintain vehicular access and safety in the work area.
- 2.15. All claims made against the contractor for property damage or unpaid wages incurred as a result of operations under this contract, shall be reported to the town within 24 hours of receipt by the contractor.
- 2.16. All injuries or deaths that occur as a result of operations under this contract shall be reported to the town, and to the appropriate regulatory authorities.
- 2.17. The contractor shall use equipment and perform work in a manner to prevent damages to the town's infrastructure facilities and adjacent ROWs, including all landscaped areas. The contractor shall repair any damages caused by the contractor's equipment in a timely manner at no expense to the town. Any damage to private property, sidewalks, curbs, or streets shall be repaired at the expense of the contractor.
- 2.18. The town reserves the right to inspect the site, verify work and review operations at any time.

- 2.19. All work shall be accomplished in a safe manner in accordance with safety in the State of Texas and under the US Occupational Health and Safety Administration (OSHA).

### **3.0 PERFORMANCE SCHEDULE.**

- 3.1. The Contractor shall commence performance within thirty working (30) days of receipt of notice to proceed. Working days are defined as Monday through Friday, excluding town holidays.
- 3.2. Prior to commencing performance, contractor shall furnish a schedule of operations, by structure, to the town, and shall adhere to the schedule in performing all demolitions. Any changes to the schedule must be accompanied by a minimum of five (5) working days notice to the town.
- 3.3. All activity associated with this contract shall be performed on working days, between the hours of 8:30 am and 4:30 pm.
- 3.4. Maximum allowable time for completion, from the date that demolition commences on a structure, shall be five (5) working days, unless the town initiates additions or deletions to the contract by written change orders. Both parties pursuant to applicable state and federal law will equitably negotiate subsequent changes in cost and completion time.
- 3.5. All equipment and materials are to be secured at the end of each working day, in such a manner as to prevent unauthorized persons from gaining access to them. No equipment is to be left at the end of the working day in any school zone.
- 3.6. All sites in progress, where demolition has not been completed by the end of the working day, shall be secured using construction fencing, caution tape, or another method sufficient to discourage the entrance of unauthorized persons into the demolition site.
- 3.7. All debris generated by activities under this contract shall be removed from the site, or placed within a waste container approved by the town, by the end of each working day.
- 3.8. No waster container shall be permitted to remain in the town for more than two (2) weeks following the conclusion of the demolition activities.
- 3.9. No loose debris generated by demolition activities are to remain at any site or any location within the town.

### **4.0 EQUIPMENT.**

- 4.1. All trucks and other equipment must be in compliance with all applicable federal, state, and local rules and regulations. All trucks and other equipment shall be equipped with back up alarms. Any truck used to haul debris must be equipped with a solid tailgate, and a cover or tarp that can be fastened in such a manner as to prevent the spillage of any debris during transport.

## **5.0 OTHER CONSIDERATIONS.**

- 5.1. The Contractor shall supervise and direct the work, using skillful labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.
- 5.2. The Contractor shall be duly licensed in accordance with the town's, state's and county's statutory requirements to perform the work.
- 5.3. The Contractor shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Contractors or any subcontractors' actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to the town.
- 5.4. The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. The Contractor shall provide all flag persons, signs, equipment, and other devices necessary to meet federal, state, and local requirements. The traffic control personnel and equipment shall be in addition to the personnel and equipment required in other parts of this contract. At a minimum, one flag person should be posted at each approach to the work area. Work shall be accomplished in a safe manner in accordance with applicable safety standards under the State of Texas and OSHA.
- 5.5. The contractor is responsible for obtaining all applicable environmental and regulatory permits prior to the contractor commencing operations.
- 5.6. The Contractor is responsible for dust control. The Contractor shall be in compliance with all state and local regulations for dust control.
- 5.7. The town may suspend contractor operations due to inclement weather. The performance period may be extended for weather delays.
- 5.8. The Contractor shall employ as many local residents and subcontractors, to the greatest extent possible, as part of this contract.

## **6.0 FINAL DISPOSITION**

- 7.1 The method of final disposal shall be deposit in a sanitary landfill, licensed and approved by the appropriate state and local authorities. Landfill disposal fees are the responsibility of the contractor.
- 7.2 The contractor shall furnish receipts from an approved disposal facility, indicating that the demolition-related debris were properly disposed of to the town.

## **7.0 BONDING AND INSURANCE**

- 7.1. The "Town of Combes, Texas" shall be named as an additional insured in all required policies under this contract. Prior to signing of contract, contractor agrees to furnish the

town with all applicable certificates of insurance, evincing insurance coverage in the amount of one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) aggregate. Within 24 hours following signing of contract, contractor shall provide copies of insurance policies including all endorsements.

- 7.2. The contractor's insurance agent shall execute a signed statement, referencing the required insurance policies by title and policy number, and containing the following statement:

"I am aware that the Town of Combes, Texas is an additional insured under the above policies, and I hereby acknowledge that I am required to notify the town of any cancellation or lapse in coverage."

- 7.3. The bid packet shall be accompanied by a bid guarantee, in the amount of \$5,000.00, which shall consist of a firm commitment such as a bid bond, cashier's or certified check made payable to the town, or other negotiable instrument, accompanying a bid as assurance that the bidder will, upon acceptance of his/her bid, execute such contractual documents as may be required, within the time specified.

In addition, a payment and performance bond in the amount equal to the contract price is required prior to execution of the contract, but no less than thirty (30) days following award.

A "Performance Bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "Payment Bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

- 7.4. The Contractor shall save and hold the town harmless from and against all liability, claims and demands on account of personal injuries (including without limitation workmen's compensation and death claims) or property loss or damages of any kind whatsoever, which arise out of or be in any manner connected with, or are claimed to arise out of or be in any manner connected with, the performance of this contract, regardless of whether such injury, loss or damage shall be caused by, or be claimed to be caused by, the negligence or other fault of the Contractor, any subcontractor, agent or employee.

All insurance shall policies shall name the "Town of Combes, Texas" as an additional insured. A copy of all insurance policies shall be included with the contract submission, along with a signed letter from the bidder's insurance agent or company, referencing the policies by title and policy number, and stating the following:

"I am aware that the Town of Combes, Texas is an additional insured under the above policies, and I hereby acknowledge that I am required to notify the town of any cancellation or lapse in coverage."

- 7.5. Required policies under this contract are: general liability, workman's compensation, and commercial automobile. Limits for all required policies shall be a minimum of

\$1,000,000.00 per occurrence. All policies shall be issued by an AAA-rated insurance carrier, licensed and authorized to do business in the State of Texas.

- 7.6. Issuance of any cancellation notice shall be grounds for immediate suspension of all work under this contract, and cancellation of any required insurance policy may be grounds, at the town's sole discretion, for default of the contract.
- 7.7. All policy submissions are subject to verification for compliance with these requirements.

## **8.0 PAYMENT.**

- 8.1. Payment for work completed may be invoiced on a monthly basis, or upon completion of all work assigned in the work order. Invoices shall be based on reconciled daily operational reports submitted by the contractor. Payment will be based on the pricing submitted by the contractor in the attached BIDDING SCHEDULE.

Progress billings shall be certified by the contractor under penalty of perjury.

- 8.2. Time is of the essence to the performance hereunder and the town shall recover from the Contractor any delay costs caused by the acts or omissions of the contractor or its agents.

Except as otherwise provided herein, payment shall be made for actual work accepted and completed. No late payment interest shall be due and owing for payments withheld in good faith for reasonable cause.

- 8.3. For reasonable cause and/or when satisfactory progress has not been achieved by the contractor during any period for which a payment is to be made, the town's agent may retain a percentage of said payment, not to exceed 5% of the contract value to insure performance of the contract. Said cause and progress shall be determined by the town's authorized agent, in his sole discretion, based on his assessment of any past performance of the Contractor and the likelihood that such performance will continue. Upon completion of all contract requirements, retained amounts shall be paid promptly less any offsets or deductions authorized hereunder or by law.
- 8.4. The town may withhold payment or final payment for reasons including, but not limited to the following: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third party claims filed or reasonable evidence that a claim will be filed or other reasonable cause.
- 8.5. Payment will only be made for actual work performed pursuant to a notice to proceed issued by the town. In the event the contract is terminated for any reason payment will only be made for the work completed, based on the daily operation reports submitted to the town.
- 8.6. Final payment, less any offsets or deductions authorized hereunder or by law, shall not be made until the certification of completion of the project by the town's authorized agent.

Certification of completion will not be made unless the Contractor has completed filing of all contractually required documents and certifications with the town's authorized agent including acceptable evidence of the satisfaction of all claims or liens.

## **9.0 CHANGES, ADDITIONS, DEDUCTIONS, AND EXTRA WORK**

- 10.1 Upon proper action by the board of aldermen, the town's authorized agent may authorize changes, additions or deductions from the work to be performed by written notice to the Contractor. No extra work shall be done or any obligation incurred except upon written order by the town's authorized agent. If any change causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, the town's authorized agent, with board of aldermen's concurrence, shall make an equitable adjustment and modify the contract in writing.

## **10.0 TERMINATION OF CONTRACT**

- 10.1. This contract may be terminated at any time for the convenience of the town. The town agrees to pay the contractor for all work completed through the termination date, as documented in the daily operational reports.
- 10.2. This contract shall be terminated for cause if the Contractor defaults in the performance of any of the terms hereof, including but not limited to: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third party claims filed or reasonable evidence that a claim will be filed, or other reasonable cause; or otherwise fails to cure any other deficiency identified by the town's authorized agent within 24 hours of delivery of notice of said deficiency. The town retains all other legal or equitable rights or remedies existing as a result of said default, including but not limited to any legal process necessary to obtain any sureties securing this contract or to obtain equitable relief.

## **11.0 WARRANTIES AND REPRESENTATIONS**

- 11.1. This contract is binding upon and inures to the benefit of the town or its assigns and is the whole agreement of the parties and governed by the Laws of the State of Texas. This contract is performable in Cameron County, Texas, and appropriate venue for any litigation resulting hereunder is in Cameron County, Texas.
- 11.2. The Contractor warrants that all debris generated by demolition activities under this contract will be properly disposed of, as provided by law or regulation.
- 11.3. The Contractor shall comply with all Federal, State, County, and municipal laws, ordinances, and regulations. The Contractor shall not discriminate against any employee or applicant due to sex, race, color, creed, national origin or ancestry. The Contractor further certifies he is eligible to perform this contract under local and Federal law, is not now and has never been debarred from performing Federal or State government contracts and that all subcontractors used in the performance of this contract have the same qualifications.

## **12.0 DEFICIENCIES, CORRECTIVE ACTIONS AND DEDUCTIONS**

- 12.1. When the Contractor's work does not conform to the Contract requirements completely, a deficiency exists. If a deficiency(s) is serious enough to render a service unacceptable, it is also considered a defect. Defects are important in determining if non-compliance levels have been exceeded for services inspected.
- 12.2. Corrective Actions. If deficiencies are identified, the town's authorized agent, must take action to correct those deficiencies using one, or in some cases a combination of, the following:
  - 12.2.1. Stop Unsafe Work. The town's authorized agent may immediately stop work on that portion of the job affected by a safety hazard, until it is corrected.
  - 12.2.2. Issue a Stop Work Order. If the town's authorized agent determines the deficiency is serious, the town can issue a stop work order.
  - 12.2.3. The town may obtain the services of another contractor, or perform work itself.
  - 12.2.4. Reduced Value Deduction. The town may reduce the Contract price to reflect the reduced value of the services performed. This method is normally used when the work is performed by the, town or another contractor rather than the Contractor under this contract. The amount of the deduction is equal to the value of the service(s) not performed. As appropriate, calculation of deductions for certain deficiencies will be made using approved methods allowed by the contract clause entitled "Inspection of Services."
  - 12.2.5. The Contract may be terminated.
  - 12.2.6. If the contract is terminated, the town reserves the right to award work to another contractor.
- 12.3. The town may discuss corrective actions with the Contractor to prevent future occurrences.
- 12.4. The town's authorized agent will notify the Contractor, in writing, of any observed noncompliance with the aforementioned Federal, State, or local laws or regulations. Such notice, when delivered to the Contractor at the site of the work, shall be deemed sufficient for the purpose. After receipt of such notice, immediately inform the town's authorized agent of proposed corrective action, and take such action as may be approved. If the Contractor fails or refuses to comply promptly, the town's authorized agent may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time, or for excess costs or damages by the Contractor.

## **13.0 TERM**

- 14.1 The term of this contract shall commence on the date of execution, and shall run until October 31, 2019.

14.2 By mutual agreement, the parties may extend the contract for a period of one (1) month from the end of the current term.

**14.0 SEVERABILITY**

15.1 In the event that any portion of this contract is held to be void, unconstitutional or unenforceable by a court of law, then that portion shall be stricken from the contract, and the remainder of the agreement shall continue in force.

**15.0 ASSIGNMENT OR NOVATION**

16.1 The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the Locality; provided, however, that assignments to banks or other financial institutions may be made without the consent of the Locality. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

**16.0 VALIDITY OF TENDER**

17.1 This proposal, and the prices contained herein, shall remain valid for a period of sixty (60) days from the date of the public opening.

**17.0 NOTICES**

17.1. At the time of award, the Contractor shall designate, in writing, a representative to receive any Notice required hereunder and who shall be available at the local work site in town, during all times that the Contractor is performing work in accordance herewith. A copy of said designation shall be provided to the town's authorized agent at the time of award.

17.2. The only town personnel authorized to receive any Notice required hereunder are the town's authorized agent. Said Notice must be hand delivered during normal business hours to the location designated by the town.

14.3 Notices to the town shall be considered effective if delivered to the Town Hall, 306 Templeton, Combes, Texas, addressed to the "Authorized Agent," by title or name.

14.4 Notices to the contractor shall be considered effective if delivered to its designated local representative, or if sent by mail, courier or telegram, to the following:

\_\_\_\_\_ (name)

\_\_\_\_\_ (title)

\_\_\_\_\_ (address)

\_\_\_\_\_

## **18.0 OTHER CONTRACTS**

The town reserves the right to issue other contracts or direct other contractors to work within the area included in this contract.

## **19.0 ATTACHMENTS**

- Bidding Schedule
- Proposer Information
- Proposer References
- Affidavit of Authorized Officer
- Certification Regarding Debarment
- Federal Labor Standards
- Certificate of Compliance
- Codes and Permits
- Conflict of Interest Disclosure
- Placard

## **20.0 ACCEPTANCE OF CONTRACT**

The Contractor shall provide all the documentation required as per SECTION BONDING AND INSURANCE of this contract within the specified time limit, and providing a list of all Sub-Contracts and Proof of Insurance of all Sub-Contractors being used under this contract.

The Contractor shall provide board of aldermen the required insurance certificate(s) with a clause that shows Indemnity and Hold Harmless from injuries, damages, or losses caused by the negligent actions of the Contractor or its Employees to the Town of Combes.

The Contractor shall provide proof of Workman's Compensation as required by the State of Texas.

As agreed upon by the board of aldermen and \_\_\_\_\_ (Contractor name), local sub-contractors and individuals will be used, to the extent possible, during this debris removal project.

The Contractor agrees to complete the work in a professional, workmanlike manner and within the scope of work guidelines set forth above based on the unit pricing submitted by the contractor in the attached BIDDING SCHEDULE.

IN WITNESS WHEREOF, the parties have agreed to the above requirements and have entered into the above contract this \_\_\_\_\_ (date).

Town of Combes, Cameron County, Texas \_\_\_\_\_ (Contractor)

By: \_\_\_\_\_  
Marco Sanchez, Mayor/EDC President

By: \_\_\_\_\_  
[Name], [Title]

Attest: \_\_\_\_\_  
Aida Gutierrez, Town Secretary

**BIDDING SCHEDULE**

Town of Combes, Texas  
Demolition ASI Building

Lump Sum

Name of Vendor: \_\_\_\_\_

1. ASI Building, as specified: \$ \_\_\_\_\_

Proposed method of demolition: \_\_\_\_\_

\_\_\_\_\_

Vendor Contact: \_\_\_\_\_

\_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Name of Authorized Representative: \_\_\_\_\_

Title of Authorized Representative: \_\_\_\_\_

Instructions: Enter cost per square foot, including all items set forth in the scope.  
Proposer must complete all lines.



PROPOSER INFORMATION

Town of Combes, Texas  
ASI Building Demolition

Name of Vendor: \_\_\_\_\_

Number of Years in Business: \_\_\_\_\_

Most Recent Annual Revenues: \_\_\_\_\_

Brief Company History: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ (attach additional sheet if needed)

Statement of Ability to Perform Work: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ (attach additional sheet if needed;  
include resumes or biographical statements for key personnel, and a statement  
relating to the proposer's understanding of the scope of work, and proposed  
methods)

Describe your plans for the use of contractors, and the hiring of personnel,  
resident in the Town of Combes: \_\_\_\_\_

\_\_\_\_\_

PROPOSER REFERENCES

Town of Combes, Texas  
ASI Building Demolition

Please list at least three references, for similar work only. Duplicate this sheet to add additional references.

1. Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Contact Title: \_\_\_\_\_  
Contact Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Contact e-Mail: \_\_\_\_\_  
Period of Contract: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_
  
2. Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Contact Title: \_\_\_\_\_  
Contact Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Contact e-Mail: \_\_\_\_\_  
Period of Contract: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_

PROPOSER REFERENCES, Town of Combes, ASI Demolition. Continued

3. Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Contact Title: \_\_\_\_\_  
Contact Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Contact e-Mail: \_\_\_\_\_  
Period of Contract: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_

4. Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Contact Title: \_\_\_\_\_  
Contact Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Contact e-Mail: \_\_\_\_\_  
Period of Contract: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

AFFIDAVIT

The undersigned certifies that the proposal price or prices contained in this tender have been carefully checked and are submitted as correct and final (if bid is accepted within 60 days), and agrees to furnish any and all items and services upon which prices are offered, at the price(s) and upon the conditions contained in the specifications.

BEFORE ME, the undersigned authority, a \_\_\_\_\_ in and for the State of \_\_\_\_\_, on this day personally appeared \_\_\_\_\_

who, after being first duly sworn, upon oath did depose and say;

That the foregoing proposal submitted by \_\_\_\_\_,

of \_\_\_\_\_, hereinafter called the "proposer" is submitted by the proposer on its own behalf, and if the proposer is not a natural person, that the person signing this proposal for the proposer is the proposer's duly authorized agent, and is duly authorized to execute this contract. I further swear or affirm that this proposal has not been prepared in collusion with any other proposer, and that the proposer is not a member of a trust, pool or other combination to control the prices of goods or services, or to influence to bid or not bid thereon. I further swear that the neither the proposer, nor any of its employees or agents, have offered future employment or economic opportunity, or have given, offered to give, loaned or made a gratuity of or relating to any thing of value to a public servant in connection with this proposal. I further swear or affirm that the contents of this proposal have not been communicated by me or any employee or agent of the undersigned to any other person engaged in business activities related to the proposed services prior to the official opening of this bid.

Name and Address of Proposer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

SWORN TO, AND SUBSCRIBED BEFOR ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_,

\_\_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_.

(SEAL)

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Office: \_\_\_\_\_

in and for \_\_\_\_\_,

\_\_\_\_\_.

### Permits and Codes

- (a) The Contractor shall give all notices required by and comply with all applicable laws, ordinances, and codes of the Local Government. All construction work and/or utility installations shall comply with all applicable ordinances, and codes including all written waivers. Before installing any work, the Contractor shall examine the drawings and technical specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the Locality. Where the requirements of the drawings and technical specifications fail to comply with such applicable ordinances or codes, the Locality will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices.
- (b) Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance or code, including any written waivers (notwithstanding the fact that such installation is in compliance with the drawings and technical specifications), the Contractor shall remove such work without cost to the Locality.
- (c) The Contractor shall at his own expense, secure and pay for all permits for street pavement, sidewalks, shed, removal of abandoned water taps, sealing of house connection drains, pavement cuts, buildings, electrical, plumbing, water, gas and sewer permits required by the local regulatory body or any of its agencies.
- (d) The Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the Improvements contained in this Contract.
- (e) The Contractor will be required to make arrangements for and pay the water, electrical power, or any other utilities required during construction.
- (f) During construction of this project, the Contractor shall use every means possible to control the amount of dust created by construction. Prior to the close of a day's work, the Contractor, if directed by the Locality, shall moisten the bank and surrounding area to prevent a dusty condition.
- (g) No permits or fees will be waived by the locality.

**CONFLICT OF INTEREST QUESTIONNAIRE**

**FORM CIQ**

For vendor or other person doing business with local governmental entity

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

This questionnaire is being filed in accordance with Chapter 178, Local Government Code by a person who has a business relationship as defined by Section 178.001(1-a) with a local governmental entity and the person meets requirements under Section 178.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 178.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 178.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**OFFICE USE ONLY**

Date Received

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

**2**  Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

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

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 178.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes       No

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

Yes       No

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

Yes       No

D. Describe each employment or business relationship with the local government officer named in this section.

**4**

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

Adopted 06/29/2007